

**THE THOMAS KYROS**  
**REVOCABLE LIVING TRUST AGREEMENT**  
**DATED JUNE 1, 2009**

**Prepared by:**

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*In Support of Promethea  
Please Present this Document  
to the Registrar and  
President of MSU Dr. Waldo  
Cruzgolo. Thank you Thomas Kyros*

**ARTICLE X**  
**TRUST FOR GRANTOR'S MENTALLY ADOPTED GRANDCHILD,**  
**PROMETHEA OLYMPIA KYRENE PYTHAITHA**

The Trust established for the benefit of the Grantor's mentally adopted granddaughter, Promethea Olympia Kyrene Pythaita, hereinafter referred to as, Promethea, shall be and administered and distributed as follows:

**1. Distributions of Net income**

Trustee, shall pay to, or apply for the benefit of Promethea the net income to provide for her education, as specifically provided in section 3 of this Article X, and for her health and maintenance. It is Grantor's desire that the Trustee be strict in exercising discretion. However, annually, prior to the end of each trust tax year, the Trustee shall distribute any undistributed income to Promethea, it being Grantor's intention that no income shall be added to the trust principal. **All payments for Promethea's education, health, maintenance and support must be made directly to the institution or entity charging the fees.**

**2. Distribution of Principal**

Trustee, shall pay to, or apply for the benefit of Promethea such sums of the principal as is necessary to provide for her education, as specifically provided in section 3 of this Article X and for her health, maintenance and support. It is Grantor's desire that the Trustee be strict in exercising discretion. **All payments for Promethea's education, health, maintenance and support must be made directly to the institution or entity charging the fees.** When Promethea reaches age 25, or when her trust is established if she has already reached that age, the Trustee shall transfer all of the trust assets held in trust to Promethea and terminate this separate trust.

**3. Distribution Guidelines for Promethea's Education**

**It is Grantor's intention that this trust for Promethea's education, supplement other sources of income and principal available to Promethea, including scholarships, grants and donations made to Promethea by other individuals or entities.** The Trustee, in making distributions of income or principal for Promethea's education, shall be mindful of, and must take into consideration, any additional sources of income and principal available to Promethea.

Trustee shall pay from the Trust income and principal to provide for Promethea's education a sum not to exceed Fifty Thousand Dollars (\$50,000.00) annually. The Trustee shall make such educational distributions of income and principal only if Promethea is pursuing a degree program at any one of the following universities: Brown, Columbia, Cornell, Dartmouth, Harvard, Pennsylvania, Princeton, Yale, MIT or Stanford. However, the Trustee may pay for educational costs of Promethea pursuing a degree program from a university other than one of the aforementioned universities, if Promethea can establish that she has in good faith, applied to at least three (3) of the aforementioned universities and has been denied admission thereto. **In no event shall the trustee provide for any educational costs relating to Promethea's attending any University, College, Program or other schooling in the State of Montana, while her mother, Georgia A. Smith is living.**